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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****SCHEDULE OF SUPPLIES/SERVICES**

Item Number: 00010 Line Item (Priced/Information/Option): P
 Supplies/Services: EAP Service BASE PERIOD.

Period of Performance: Date of Award through February 28, 2009.

Consists of:

SERVICES	UNIT	UNIT PRICE
10 A - EAP ACCESS (Including assessment, referral, case management, consultative activities, training, and promotional activities) (Reference SOW)	Per Person Per Month	_____
10 B - EAP Specialized Training (Reference SOW)	Per Hour	_____
10 C - Critical Incident Stress Management (Reference SOW)	Per Hour	_____
10 D - Travel (not to exceed)		\$120K/annual

Total Cost for base period \$_____

Item Number: 10010 Line Item (Priced/Information/Option): O
 Supplies/Services: EAP Service OPTION YEAR 1.

Period of Performance: March 1, 2009 through February 28, 2010.

Consists of:

SERVICES	UNIT	UNIT PRICE
10 A - EAP ACCESS (Including assessment, referral, case management, consultative activities, training, and promotional activities) (Reference SOW)	Per Person Per Month	_____
10 B - EAP Specialized Training (Reference SOW)	Per Hour	_____
10 C - Critical Incident Stress Management (Reference SOW)	Per Hour	_____

10 D - Travel (not to exceed) \$120K/annual

Total Cost for option year one \$_____

Item Number: 20010 Line Item (Priced/Information/Option): O
Supplies/Services: EAP Service OPTION YEAR 2.

Period of Performance: March 1, 2010 through February 28, 2011.

Consists of:

SERVICES	UNIT	UNIT PRICE
10 A - EAP ACCESS (Including assessment, referral, case management, consultative activities, training, and promotional activities) (Reference SOW)	Per Person Per Month	_____
10 B - EAP Specialized Training (Reference SOW)	Per Hour	_____
10 C - Critical Incident Stress Management (Reference SOW)	Per Hour	_____

10 D - Travel (not to exceed) \$120K/annual

Total Cost for option year two \$_____

Item Number: 30010 Line Item (Priced/Information/Option): O
Supplies/Services: EAP Service OPTION YEAR 3.

Period of Performance: March 1, 2011 through February 29, 2012.

Consists of:

SERVICES	UNIT	UNIT PRICE
10 A - EAP ACCESS (Including assessment, referral, case management, consultative activities, training, and promotional activities) (Reference SOW)	Per Person Per Month	_____
10 B - EAP Specialized Training (Reference SOW)	Per Hour	_____
10 C - Critical Incident Stress Management (Reference SOW)	Per Hour	_____

10 D - Travel (not to exceed) \$120K/annual

Total Cost for option year three \$_____

Item Number: 40010 Line Item (Priced/Information/Option): O
Supplies/Services: EAP Service OPTION YEAR 4.

Period of Performance: March 1, 2012 through February 28, 2013.

Consists of:

SERVICES	UNIT	UNIT PRICE
10 A - EAP ACCESS (Including assessment, referral, case management, consultative activities, training, and promotional activities) (Reference SOW)	Per Person Per Month	_____
10 B - EAP Specialized Training (Reference SOW)	Per Hour	_____
10 C - Critical Incident Stress Management (Reference SOW)	Per Hour	_____
10 D - Travel (not to exceed)		\$120K/annual

Total Cost for option year four \$_____

Total Funded Contract Value: \$_____

DELIVERY SCHEDULE

Deliver To: Customs and Border Protection
1300 Pennsylvania Avenue N W
Ronald Reagan Federal Building
Washington DC 20229

Instructions: Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	1	02/28/2009		
10010	1	03/01/2010		
20010	1	03/01/2011		
30010	1	03/01/2012		
40010	1	03/01/2013		

B.1 CONTRACT TYPE (MAR 2003)

This is a Time and Material contract.

[End of Clause]

[END OF SECTION B]

SECTION C**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1 SPECIFICATIONS, STATEMENT OF WORK, OR STATEMENT OF OBJECTIVES ATTACHED (MAR 2003)

The Specifications, Statement of Work, or Statement of Objectives which describe the work to be performed hereunder, although attached, is incorporated and made a part of this document with the same force and effect of "specifications" as described in the clause, Order of Precedence, FAR 52.215-8, incorporated by herein by reference.

See Attachment J for SOW

[End of Clause]

[END OF SECTION C]

SECTION D
PACKAGING AND MARKING

NOTICE: No Clauses included in Section D of this Document

[END OF SECTION D]

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR

[End of By-Reference Clauses]

NOTICE: No Full Text Clauses included in Section E of this Document

[END OF SECTION E]

SECTION F**DELIVERIES OR PERFORMANCE****F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER

[End of By-Reference Clauses]

F.2 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall consist of a base period and four (4) option years; base period shall begin on the date of contract award and end on February 28, 2013.

[End of Clause]

[END OF SECTION F]

SECTION G**CONTRACT ADMINISTRATION DATA****G.1 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)**

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

[End of Clause]

G.2 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

G.3 SUBMISSION OF INVOICE (FEB 2008)

One original and one (1) copy of the invoice/voucher document shall be submitted to the Contracting Officer's Technical Representative

Cheryl Warner
1300 Pennsylvania Ave, NW
HRM 1400 L. Street, 6th Floor
Washington, DC 20229

With another copy to National Finance Center in Indianapolis via email to cbpinvoices@dhs.gov.

[End of Clause]

[END OF SECTION G]

SECTION H**SPECIAL CONTRACT REQUIREMENTS****H.1 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Project Manager

Clinical Director

[End of Clause]

H.2 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

H.3 SECURITY PROCEDURES (MAY 2003)**A. Controls**

The Contractor shall comply with the U.S. Customs & Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

B. Identification Badges

All Contractor employees shall be required to wear identification badges when working in Government facilities.

C. Security Background Data

A Contractor employee shall not begin working under the contract until the entire background investigation (BI) is completed with approval from CBP, Security Programs Division. Exceptions to this requirement will be handled on a case-by-case basis, and access to facilities, systems, data, etc. will be limited until the individual is cleared. Contractor employee personnel hired to work within the United States or its territories and possessions that require access to CBP facilities, information systems, security items and products, and/or sensitive but unclassified information shall either be U.S. citizens or have lawful permanent resident status. The following security screening requirements apply to both U. S. citizens and lawful permanent residents who are hired as Contractor personnel. All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a background investigation. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel. The information must be correct and be reviewed by a Customs Official for completeness. Normally this shall consist of SF-85P, "Questionnaire for Public Trust Positions;" FD-258, "Fingerprint Chart;" and a Financial Statement. Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared personnel is grounds for termination of the contract, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The Contracting Officer must approve all personnel replacements. Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

D. Notification of Personnel Changes

The Contractor shall notify the Contracting Officer's Technical Representative and Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information to OIT ISSB at TEL: (703) 921-6116 and FAX (703) 921-6570: full name, social security number, effective date, and reason for change.

E. Separation Procedures

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

F. General Security Responsibilities During Performance

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the contract.

G. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees may be required to execute a non-disclosure agreement as a condition to access of sensitive but unclassified information.

[End of Clause]

H.4 DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transmute to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

H.5 TRAVEL (MAR 2003)

Travel and per diem rates for reimbursement purposes shall be in accordance with acceptable accounting procedures, the Federal Travel Regulations, and the Federal Acquisition Regulation (FAR) 31.205-46.

[End of Clause]

H.6 HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)

U.S. Customs & Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies.

The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

[End of Clause]

H.7 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees **are not** employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
 - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
 - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
 - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

H.8 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (OCT 2007)

a. Contractor Performance Evaluation

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. (If evaluations are to be conducted more or less frequently than annually, modify this sentence as appropriate.)

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic access to contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comments by completing the registration form that can be obtained at the following address: http://oamp.od.nih.gov/OD/CPS/cps_contractor.htm

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

[End of Clause]

H.9 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
(Contractor)
[Position or Professional Title]
[Company Name]

Supporting the XXX Division/Office...
U.S. Customs & Border Protection
[Phone]
[FAX]
[Other contact information as desired]

[End of Clause]

H.10 ORDERING OF AS NEEDED SERVICES (MAR 2003)

The following procedures are established for the ordering of all as-needed line items (time and material or labor-hour) as identified in the Schedule.

The Contracting Officer's Technical Representative (COTR) shall prepare a request for services. The Contracting Officer (CO) will then request a written quotation from the Contractor as to the number of hours and/or amount of materials required to accomplish the work. The CO will evaluate the proposal to determine the reasonableness of the Contractor's quotation. The CO shall then provide the Contractor with a written authorization (or oral authorization that must be confirmed in writing) identifying, at a minimum, the following: the contract number; a description of the work to be performed; an estimate of the number of hours and/or material(s) required to perform the work; and the period of performance.

The Contractor shall be paid for documented actual hours worked and/or material(s) or the amount authorized in the written authorization, whichever is less, upon submission of billing documents pursuant to FAR 52.232-7 Payments Under Time-And-Material and Labor-Hour Contracts. If the Contractor determines that additional hours and/or material(s) are required in excess of those authorized in writing, the Contractor shall notify the Contracting Officer and obtain written approval prior to working those additional hours.

[End of Clause]

[END OF SECTION H]

PART II - CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alternate I (OCT 1995)
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2007	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.216-29	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION
52.217-3	APR 1984	EVALUATION EXCLUSIVE OF OPTIONS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	JUN 2003	CONVICT LABOR
52.222-19	FEB 2008	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-38	DEC 2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
52.222-50	AUG 2007	COMBATING TRAFFICKING IN PERSONS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-13	DEC 2007	PATENT RIGHTS--OWNERSHIP BY THE GOVERNMENT
52.227-14	DEC 2007	RIGHTS IN DATA - GENERAL
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

[End of By-Reference Clauses]

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active".

The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number--
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to

be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60-days.

[End of Clause]

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60-days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60-days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6-months.

[End of Clause]

I.5 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

- (b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.

- (c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

[End of Clause]

I.6 52.227-5 WAIVER OF INDEMNITY (APR 1984)

Any provision or clause of this contract to the contrary notwithstanding, the Government hereby authorizes and consents to the use and manufacture, solely in performing this contract, of any invention covered by the United States patents identified below and waives indemnification by the Contractor with respect to such patents:

[End of Clause]

I.7 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

- (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--
 - (i) Performed by the Contractor;
 - (ii) Performed by the subcontractors; or
 - (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.
- (2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.
- (3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.
- (5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--
 - (i) Individual daily job timekeeping records;
 - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
 - (iii) Other substantiation approved by the Contracting Officer.
- (6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

- (7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.
 - (8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (b) Materials.
- (1) For the purposes of this clause--
 - (i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
 - (ii) Materials means--
 - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;
 - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
 - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and
 - (D) Applicable indirect costs.
 - (2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--
 - (i) Quantities being acquired; and
 - (ii) Actual cost of any modifications necessary because of contract requirements.
 - (3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--
 - (i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
 - (ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
 - (4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.
 - (5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--
 - (i) Comprised only of costs that are clearly excluded from the hourly rate;
 - (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
 - (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.
 - (6) To the extent able, the Contractor shall--

- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.
- (c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.
- (d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
 - (2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
- (i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

[End of Clause]

I.8 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

[End of Clause]

I.9 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

- (a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
 - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the

conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

[End of Clause]

I.10 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

- (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
 - (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.
- "Person", "domestic", and "foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.
- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
 - (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
 - (3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) Warrants;
 - (ii) Options;
 - (iii) Contracts to acquire stock;
 - (iv) Convertible debt instruments;
 - (v) Others similar interests.
 - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) Disclosure. The offeror under this solicitation represents that [Check one]:
- ☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
- ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
- ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

[End of Clause]

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****LIST OF ATTACHMENTS**

Attachment No.	No. of Pages	Attachment Title
1	23	Statement of Work

J.1 CONDITIONAL ACCESS TO SENSITIVE BUT UNCLASSIFIED INFORMATION - NON-DISCLOSURE AGREEMENT (MAR 2003)

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to Certain U.S. Government documents or material containing sensitive but unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in this Agreement, sensitive but unclassified information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. 552a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of _____. This approval will permit me conditional access to certain information _____ and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the U.S. Customs & Border Protection (CBP) has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to CBP by other agencies of the U.S. Government.
4. I will never divulge any sensitive but unclassified information which is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the CBP that the individual is authorized to receive it. Should I desire to make use of any sensitive but unclassified information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to the CBP for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on _____ in order for the CBP to ensure that no sensitive but unclassified information is disclosed.
5. I hereby assign to the U.S. Government all royalties, remuneration, and emoluments that have resulted, will result, or may result from the disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the CBP, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances which will maintain the security protection of such material. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CBP to be placed in secure storage unless it is determined by CBP officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to me, CBP officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in sealed in secure storage at the CBP.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the CBP.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive but unclassified information. This may serve as a basis for denying me conditional access to CBP information, both classified and sensitive but unclassified information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages to any other appropriate relief. The willful disclosure of information to which I have agreed therein not to divulge may constitute a criminal offense.
9. Unless and until I am provided a written release by the CBP from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on , and at all time thereafter.
10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the U.S. Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By giving me conditional access to information in this context, the U.S. Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (U.S.C.)(governing disclosures to Congress); Section 1034 of Title 10, U.S.C., as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, U.S.C., as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18 U.S.C., and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the U.S. Government.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name

Date

This Agreement was accepted by the undersigned on behalf of the CBP as a prior condition of conditional access to sensitive but unclassified information.

U.S. Customs and Border Protection

Date

[End of Clause]

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS**K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

- (a) Definitions. As used in this provision-- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541618.
(2) The small business size standard is \$6.5M.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
☐ (i) Paragraph (c) applies.
☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

K.3 52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (NOV 2007)

The Government has determined that the product(s) or service(s) being acquired by this action is not an anti-terrorism technology as that term is defined by the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act), 6 U.S.C. 441-444. Proposals in which either acceptance or pricing is made contingent upon SAFETY Act designation as a qualified anti-terrorism technology or SAFETY Act certification as an approved product for homeland security of the proposed product or service will not be considered for award. See FAR Subpart 50.2.

[End of Provision]

NOTICE: No HSAR or Local Provisions included in Section K of this Document

[END OF SECTION]

SECTION L**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	DATE	TITLE
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.216-31	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

[End of By-Reference Provisions]

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) Alternate I (OCT 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the proposal must show--
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
 - (3) Submission, modification, revision, and withdrawal of proposals.
 - (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **[insert numbers or other identification of sheets]**; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
 - (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting

Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Material contract resulting from this solicitation.

[End of Provision]

L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Janice Hill
1300 Pennsylvania Ave, NW, NP 1310
Washington, DC 20229

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c)

[End of Provision]

L.5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of Homeland Security Acquisition Regulations provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Provision]

L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (MAR 2003)

Each offeror's proposal submitted in response to this solicitation shall be prepared in two volumes: Volume I - Business Management Information - Cost/Price Proposal and Volume II - Technical/Technical Management Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The proposals shall be submitted both in hard copy and electronic media (3.5" floppy disk or CD-ROM) using Word 97 or higher for text submissions and Excel 97 or higher for spreadsheet submissions.

Proposals must be prepared in accordance with these instructions and provide all required information in the format specified. The required format is designed to ensure submission of information essential to the understanding and comprehensive evaluation of the offeror's proposal. There is no intent to limit the contents of proposals: the instructions permit inclusion of any additional data or information on offeror deems pertinent. Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

A. Volume I - Business Management Information - Cost/Price Proposal

The Business Management Information - Cost/Price Proposal shall be submitted in an original and 3 (three) copies.

Section 1 - Signed Proposal

The Standard Form 33, Solicitation, Offer and Award, (SF 33) is being used for this solicitation. This form is used by the Government as a Request for Proposal and upon submission by the offeror it becomes the offeror's proposal. As such, it is an "offer" which can be unilaterally accepted by the Contracting Officer and awarded on said SF 33. The Contractor's offer and the Government's acceptance form the contract. Therefore, the following points must be strictly adhered to by the offeror in submitting the proposal:

- (a) Three (3) originally executed copies of Standard Form 33 (with Blocks 12 through 18 completed); and Section K fully executed shall be submitted.
- (b) The SF 33 must be executed by a representative of the offeror authorized to commit the offeror to contractual obligations. The authority to sign a proposal, but not an offer, subject to unilateral acceptance and award, is not sufficient authorization to sign the SF 33.

- (c) UNDER NO CIRCUMSTANCES MAKE ALTERATIONS OR CHANGES TO THE SF 33 OR THE RELATED PAGES WHICH ARE A PART OF THE ENCLOSED REQUEST FOR PROPOSAL AND PROPOSAL PACKET. Offerors are to complete those parts that require items such as prices, place of performance, etc., when such items are called for in the enclosed request for proposal. A place is provided to insert such information.

Section 2 - Exceptions

Any exceptions taken with respect to the clauses in the solicitation shall be noted. For the purpose of facilitating discussions, for every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning therefore.

Section 3 - Financial Capability

The offeror shall provide the following data for itself and for any subcontractors for which the total value of the subcontract is greater than \$550,000:

- (a) Provide a copy of annual financial statements including CPA certified balance sheet, profit/loss statement and statement of retained earnings covering each of the offeror's last three annual accounting periods, including the most recent partial period, if currently available.
- (b) Specify the financial capacity, working capital and other financial resources available to perform the contract.
- (c) Specify whether or not the organization's accounting system has been approved by a Government agency; if so, state the name and location of the cognizant audit agency, the name and telephone number of the cognizant auditor, and the types of Government contracts for which the accounting system has been approved.

Section 4 - Cost or Pricing Data [Choose one of the following.]

Offerors are not required to submit certified cost or pricing data. Full and open competition is expected which will be used to determine prices fair and reasonable. Prices will be compared on a Contract Line Item Number (CLIN) and/or total basis. However, Offerors may be requested to provide additional information in the event costs appear over-stated or under-stated.

B. Volume II - Technical Proposal

The Technical Proposal shall be submitted in an original and 3 (three) copies. This volume must not contain any reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the Contractor's understanding of the requirements may be evaluated.

The Technical Proposal shall be prepared in such a manner as to enable the Government reviewers to make a thorough evaluation and arrive at a sound determination of whether the proposal meets all technical requirements [or satisfies the Statement of Objectives (for performance based requirements)] of the solicitation. To this end, the Technical Proposal should be sufficiently specific, detailed, and complete as to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements set forth in the solicitation. Proposals which merely offer to perform in accordance with the Government's requirements or which merely paraphrase the requirements document, or use phrases such as, "standard engineering practices will be employed," or "well established techniques will be employed," etc. may be considered non-compliant and ineligible for award. The Contractor must submit an explanation of its proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

This volume shall consist of the sections described below.

Section 1 - Transmittal Letter

A letter that formally transmits the proposal and states in general terms how the offeror meets the solicitation requirements.

Section 2 - Executive Summary and Table of Contents

In this section, the offer will be summarized, highlighting salient features of the proposal, including a description of the offeror's approach and plans to satisfy and support requirements of this solicitation.

Section 3 - Technical Approach

The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method and must demonstrate a clear and concise presentation that includes, but is not limited to, the requirement of the technical proposal instructions. The Technical Proposal should reflect a clear understanding of the nature of the work being undertaken. The technical approach should discuss any perceived areas of risk and risk management. If subcontractors are to be utilized, the offeror shall submit the same information pertaining to the subcontractors.

The offeror should state all assumptions, exceptions, and deviations at the end of this section. For every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning therefore.

For requirements that describe a mandatory feature, the response may consist of a reference to the offeror's technical literature. Any technical literature used as a reference must be furnished as an attachment to the proposal. If the reference contains the required technical detail, it is not necessary to restate such detail in the proposal itself. All references must clearly identify the volume, page and line number of the referenced material.

For requirements that describe an optional feature or function, the offeror must provide a response on how this optional requirement is to be satisfied.

Elaborate brochures, binders and the like are neither required nor desired. Legibility, clarity and completeness are important. The submission of brochures or flyers alone without an accompanying explanation specific to this proposal is not acceptable.

The offeror's technical approach shall address the following:

Technical proposals submitted in response to this RFP must be prepared and tabbed in the format described below. Failure to do so may result in the rejection of the proposal as non-compliant.

1. Overall Approach

The offeror shall provide a description of its overall operational approach to performing the requirements of the solicitation. This description shall include a discussion of operational concepts, organizational structure, lines of authority, communication, and any other operational functions that make up the proposal's operational approach to satisfying solicitation requirements.

Information on how the project is to be organized, staffed, and managed must be included. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of any consultant and/or subcontractor efforts will be accomplished.

2. Personnel Resources and Staffing

Offerors shall describe the personnel resources and staffing mix that will be employed for this project and demonstrate how these resources will meet solicitation requirements. A list of names and proposed duties of the professional personnel, consultants, and subcontractor employees assigned to the project shall also be provided. Offerors may demonstrate their capability to meet the Government's requirements by providing position descriptions and qualifications for categories or personnel intended for this project or by inclusion of sample resumes.

Resumes for all individuals identified as "key personnel" should be included and contain information on education, background, recent work experience, and specific scientific or technical accomplishments. The "key personnel" for this solicitation are:

Project Manager

Clinical Director

The resumes should be no longer than 2 pages in length. The approximate percentage of time each individual will be available for this project must be included.
An organizational chart must also be provided.

3. Program Management Plan

This section of the proposal shall include, at a minimum, the following subject areas:

- a. Contract Management. The functional organization that is to provide complete contract management control should be identified. This subsection shall specifically identify the vehicles in place to manage subcontractors contributions to the program, including the level of control to be used to ensure continued necessary management visibility, proper installation, operation and maintenance.
- b. Schedule. A detailed program schedule indicating key milestones from date of contract award through contract completion. This Program Management Plan shall also include the Transition Plan. This document shall identify details of the system or service hand over. Discussions of integration, operations, and training requirements pertaining to transition shall be included. This plan shall also include a Transition Schedule, with appropriate milestone charts to identify dates and critical path items involved.
- c. Quality Assurance. The Offeror shall describe the Quality Assurance (QA) program (specifically in the risk reduction and configuration management areas).
- d. Functional organization and organizational chart. The organization chart showing the organization for this project shall be included. The program management structure and the tools available for implementation of the program from a management standpoint, shall be discussed. The identity of, and the authority of the program manager, shall be described. The availability and identity of key personnel shall be included. Subcontracting arrangements shall be described, in terms of identifying major subcontractors and their relevant experience with similar projects, as well as any previous experience of the Offeror working with that subcontractor previously.
- e. Samples of all reports. The Technical Proposal must include a sample of each of the reports to be generated under this contract, the requirements for which are listed in the solicitation requirements.

4. Current/Past Performance

Current/Past Performance Information (PPI) shall be voluntarily submitted within 15 days after RFP issuance, but in no event later than the date and time for submission of offers. Offerors must include information sufficient to identify and describe their current and previous experience in industry or government (Federal, State, or local) in similar projects, such that the following criteria can be evaluated.

- Quality of product or service
- Timelines of performance
- Customer satisfaction
- Key personnel past performance
- Cost control
- Business practices

The offeror shall identify all contracts or subcontracts performed in the last three (3) years which required work in comparable areas (similar size and scope) to those described herein up to a total of three. The list should be in chronological order, beginning with the most recent project and continuing backwards.

Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required for all key personnel. Projects shall be identified with the name(s) of individuals who worked on them. Identify each contract by type, age, and dollar amount. Provide the following information for each contract:

- (1) Project or contract title
- (2) Contract number
- (3) Contract type
- (4) Date of contract award, period of performance, and place of performance
- (5) Total contract value (including options)
- (6) Contracting agency or firm, with address, facsimile and telephone numbers
- (7) Address, facsimile number and telephone number of the contracting officer and contracting officer's technical representative
- (8) List of major subcontractors on the project (\$500,000 or more)
- (9) List of major problems/corrective action, if any
- (10) Quality certifications/award (Identify appropriate office receiving award)
- (11) If this is a subcontract, please provide the name of the prime contractor and the name of the contract administrator with address, telephone, and facsimile numbers

The Government may use Past Performance information obtained from other than the sources identified by the offeror. Information will be used for both the responsibility determination and best value determination. All references provided by the offeror may not be contacted by the Government.

5. Subcontracts and Consulting Arrangements

The offeror's proposal shall identify all subcontracts/consultant arrangements proposed. Specifically, the following information shall be provided to the Contracting Officer.

- a. Company name of each subcontractor, or the individual name in the case of independent consultants;
- b. Names of each subcontractor corporate officers;
- c. Name of each subcontractor's key personnel for this contract effort, including each individual's level of effort; and
- d. Scope of work to be performed by each subcontractor/consultant.

6. Small and Small Disadvantaged Business Subcontracting Management Plan

Offerors shall clearly and thoroughly describe an adequate plan for subcontracting to small and small disadvantaged businesses. Additionally, offerors must outline procedures to monitor and control the subcontracting effort.

Award will be conditioned upon the Government's ability to reach an agreement with the offeror on the terms of its subcontracting plan. If the Government accepts the offeror's subcontracting plan, it will become a part of the contract. Use of the subcontracting plan outline contained in Section J of this solicitation is optional. However, plans must contain all elements included in the outline. A large business offeror's subcontracting plan will be evaluated in the Government's determination of the offeror's capability. Past performance against historical goals and the small disadvantaged business participation factor shall also be evaluated. Submittal of subcontracting plans shall be concurrent with the submittal of proposals. Offerors shall clearly and thoroughly describe an adequate plan for subcontracting to the various socio-economic business types. Additionally, offerors must outline procedures to monitor and control the subcontracting effort.

7. Transition Plan

Describe the strategy and approach to full implementation and assumption of full operational responsibility for all requirements contained in the solicitation requirements. This assessment will include an evaluation of the sufficiency of the offeror's mobilization, training, and orientation of the work force. In addition, the plan must address how the contractor will transfer the functions to a new contractor, or upon termination, transfer the functions back to the Government.

Section 4 - Offeror's Addendum

This section is provided for submission of any additional information not included elsewhere but considered to be pertinent to the proposal.

[End of Provision]

L.7 AGENCY LEVEL PROTEST NOTICE (APR 2003)

Offerors are notified that per FAR 33.103(d)(4), an independent review of the grounds for a protest is available at a level above the contracting officer as an alternative to the protest to the agency contracting officer, not as an additional appeal after the protest to the agency contracting officer has been resolved. A choice to protest to the agency contracting officer therefore relieves the U.S. Customs & Border Protection of any further internal review or appeal after the contracting officer's decision.

[End of Provision]

[END OF SECTION L]

SECTION M
EVALUATION FACTORS FOR AWARD

NOTICE: No FAR By-Reference Provisions included in Section M of this Document

M.1 EVALUATION CRITERIA (JUN 2007)

Major categories considered in the evaluation of proposals are as follows:

TECHNICAL (NON-COST)

This group of non-cost factors/subfactors has a potential total point score rating of 80, as follows.

- a. Technical Approach (40 points)
- b. Personnel Qualification and Staffing Plan (15 points)
- c. Project Management Plan (10 points)
- d. Quality Assurance Plan (10 points)
- e. Transition Plan (5 points)

PAST PERFORMANCE

This group of non-cost factors/subfactors has a potential total point score rating of 20.

COST/PRICE

The cost/price proposal will be evaluated for magnitude and realism. A point score rating will not be used.

An evaluation team has been established by the U.S. Customs and Border Protection to rate the technical proposals (i.e., those major categories each member of the team will evaluate each proposal in accordance with the technical evaluation factors/subfactors stated below to determine if the proposal is acceptable. Full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be conducted in an equal manner.

Evaluation of the "Technical" portion of the proposal will be based on the following factors:

1. Technical Approach and General Knowledge
 - a. Demonstrated experience administering Employee Assistance Programs to a law enforcement community that is consistent with EAPA standards for assessment, short-term counseling, referral and follow-up services
 - b. Demonstrated experience in providing consultative services to management, union officials, peer support members and chaplains to address various workplace issues negatively affecting employee performance
 - c. Demonstrated experience in providing Critical Incident Stress Management response
 - d. Demonstrated experience designing, developing and delivering training programs for law enforcement personnel - supervisory and non-supervisory
 - e. Knowledge of establishing a nationwide community resource network and methodologies to evaluate the network's effectiveness
2. Personnel Qualifications and Staffing Plan
 - a. Meeting or exceeding the qualifications and experience described in C.12 of the RFP for all proposed key personnel, including, but not limited to the Project Manager, Clinical Director and EAP Counselors.
 - b. Ability to provide access to the EAP as described in all subtasks of Task C.12.1 of the Statement of Work (SOW)

- c. Ability to provide Critical Incident Stress Management services and follow-up as described in Task C.12.4 of the SOW
 - d. Plan for servicing clients in remote locations where qualified mental health providers are not readily available
- 3. Project Management Plan
 - a. Ability to develop program management plans as described in Task C.12.8.f the SOW.
 - b. Case Management Plan: Ability to maintain a protocol for case management as described in Task C.12.9.a of the SOW.
 - c. Records System Management: Protocol and procedures for maintaining clinical records in compliance with laws, regulations, and guidelines governing the confidentiality of these records, including those case records maintained by affiliate counselors (Task C.12.9.b of the SOW)
 - d. Management Information Systems: Ability to produce the annual report, quarterly reports, utilization reports, and customized reports as described in Task C.9.12.c of the SOW
- 4. Quality Assurance Plan
 - a. Current Quality Control Policies, Procedures and Programs meets CBP minimum requirements as described in Task C.12.8.a of the SOW
 - b. Proposed Quality Control Plan for this Effort meets CBP minimum requirements in Task C.12.8.a of the SOW
- 5. Transition Planning
 - a. Establishment of an orderly and effective transition process as described in Task C5 of the SOW

Evaluation of the "Past Performance" portion of the proposal will be based on the following factors:

- 1. Quality of service - The offeror's compliance with contract requirements, accuracy of reports, appropriateness of personnel and technical excellence.
- 2. Cost Control - The offeror's ability to keep contract cost within the budget, and submit current, accurate and complete billing/invoices.
- 3. Timeliness of Performance - The offeror's ability to meet government milestones. The contractor's reliability and responsiveness to technical direction, and timely completion of contract actions.
- 4. Business relations - The offerors ability to manage effectively businesslike correspondence; establish productive working relationships between customers and contractor, subcontractor, and vendor personnel.
- 5. Likelihood of Rehiring Contractor

A separate evaluation team has been established to evaluate the cost or price proposal. The evaluation will be conducted as detailed in the provision entitled "COST OR PRICE EVALUATION" contained in this solicitation.

[End of Provision]

M.2 GENERAL EVALUATION INFORMATION (JUN 2007)

In addition to the specific evaluation criteria contained in the provision entitled "EVALUATION CRITERIA" or the provision entitled "BASIS FOR AWARD (LOWEST EVALUATED PRICE TECHNICALLY ACCEPTABLE SOURCE SELECTION)" in this solicitation, the Contracting Officer will consider the following additional factors in the source selection process.

- a. The offeror must respond to all of the requirements of the solicitation, and must include in his proposal all information specifically required in all sections of the solicitation.
- b. Award of a contract may not be made to any offeror unless an agreement can be secured for all stated terms, conditions, representations, certifications, and all other information required by the solicitation.
- c. Award of a contract can only be made to an offeror:
 1. Whose proposal is technically acceptable or represents best value;
 2. Whose proposed cost/price is determined reasonable; and
 3. Who is considered to be responsible within the meaning of FAR 9.104.

[End of Provision]

M.3 RELATIVE IMPORTANCE OF EVALUATION FACTORS (JUN 2007)

Award will be made to that responsible offeror whose proposal provides the combination of criteria offering the best overall value to the Government.

For this solicitation, the major evaluation factors are

- Technical (Non-Cost)
- Past Performance (Non-Cost)
- Cost/Price

All evaluation factors/subfactors contained under the major categories identified above as "Non-Cost" (see provision entitled "Evaluation Criteria" contained in this solicitation), when combined, are significantly more important than Cost/Price. The Government is more concerned with obtaining superior technical/performance capability (represented by the non-cost evaluation categories) than with making an award at the lowest overall evaluated cost/price. However, if the technical/performance aspects of competing proposals are determined to be essentially equivalent, the evaluated cost/price may become the determining factor for award. The determination that technical/performance aspects are essentially equal is within the discretion of the source selection official.

[End of Provision]

M.4 EVALUATION OF QUOTATIONS/BASIS FOR AWARD (AUG 2007)

- (a) Award of the items will be made on the grand total of ALL item numbers. Quoters must quote ALL items in the Schedule in order to be eligible for award of a contract or purchase order. Only ONE (1) contract or purchase order will be awarded as a result of this solicitation.
- (b) Award will be made on the basis of the lowest priced offer of a responsive and responsible quoter.
- (c) The Government reserves the right to reject offers that are unreasonably low or high in price.
- (d) The lowest price will be determined by adding the extended prices of all item numbers to arrive at a grand total.
- (e) The Government will determine quoter responsiveness by assessing the quoter's compliance with the item specifications and other terms of the solicitation. The Government will use, but is not limited to, the descriptive literature and narrative statements submitted by the quoter with his quote, in its determination of compliance with specifications.
- (f) The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1.

[End of Clause]

M.5 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

[End of Provision]

M.6 COST OR PRICE EVALUATION (MAR 2003)

Separately and apart from the technical evaluation, the Government will conduct a cost and/or price evaluation of the offeror's cost/price proposal. A price analysis will be conducted to determine if proposed prices accurately and adequately reflect the work to be performed. A cost analysis may be conducted to determine cost reasonableness and/or cost realism.

A cost realism evaluation will be performed for all cost reimbursement contract awards. (See FAR 15.305). Cost realism will be a significant factor in the award decision. In evaluation of an offeror's proposed cost, the Government's concern is to determine what the Government should realistically pay for the effort, the prospective contractor's understanding of the proposed contract objective, and the offeror's ability to organize and perform the proposed contract. The primary consideration will be which offeror can perform the contract in the manner most advantageous to the Government as determined by evaluation of the proposal in accordance with the established evaluation criteria.

As part of proposal evaluation, and in order to minimize potential or built-in cost growth, the Government intends to evaluate the realism of the offeror's proposed costs in terms of its proposed approach to determine the probable cost of performance. To assist the Government in evaluating this area, offerors are requested to furnish a brief but comprehensive statement concerning the estimating procedures used in preparing the offer and to specifically include a description of the offeror's established estimating procedures.

The realistic cost may differ from the proposed cost and should reflect the Government's best estimate of the cost of any contract that is most likely to result from the offeror's proposal. The realistic cost shall be used for purposes of evaluation to determine the best value. The realistic cost is determined by adjusting each offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis (See FAR 15.404-1(d)).

[End of Provision]

[END OF SECTION M]